

establishing the quantity delivered to the ship. There was a short delivery of one class of goods, and over delivery of another, the total number being in excess of the total number given in the bill of lading. The consignees had taken delivery of the surplus of the one class of goods, but not under circumstances showing any agreement to treat the over delivery as equivalent to the delivery of that class of goods in respect of which there was a shortage. Bucknell, J., held that the defendants were entitled to the relief they claimed, and the Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.) affirmed his decision, holding that the shortage in one class of goods was not compensated by the surplus delivered of the other class, and that the value of such shortage was to be ascertained by taking the proportion that the quantity undelivered bore to the quantity specified in the bill of lading; and that the reduction to be made in the freight was to be ascertained in like manner by taking the proportion that the quantity not delivered bore to the quantity specified in the bill of lading.

TRADE UNION—APPLICATION OF FUNDS CONTRARY TO RULES OF TRADE UNION—INJUNCTION—RIGHT OF INDIVIDUAL MEMBER OF TRADE UNION TO RESTRAIN MISAPPLICATION—TRADE UNION ACT, 1871 (34 & 35 VICT., C. 31), S. 4, SUB-S. 3—(R.S.C. C. 131, S. 4, SUB-S. 3.)

In Howden v. Yorkshire Miners' Association, (1903) 1 K.B. 308, the plaintiff, a member of the defendant association, a registered trade union, sued to restrain an alleged misapplication of the funds of the union. Several points of interest were raised. First it was contended that under the Trade Union Act, s. 4, sub-s. 3 (see R.S.C. c. 131, s. 4, sub-s. 3) the plaintiff had no right of action, but Grantham, J., who tried the case, and the Court of Appeal (Williams, Stirling, and Mathew, L.JJ.) determined that point in his favour, they holding that an action to restrain the misapplication of the funds of a trade union did not come within any of the class of cases covered by s. 4, sub-s. 3. The main point of the case turned on the construction of the rules of the association. By these rules it was provided that the funds might be applied in the allowance of "strike pay" to members who were permitted to cease work with the sanction of the association in accordance with the rules. What happened was this: Certain members of the union employed in a colliery without any sanction of the